

RECEIVED

FEB 1 12 40 PM '78

CERTIFICATION UNIT

W. EUGENE JOHNSTON, III
ALYCE S. FORSYTH
MICHAEL C. STOVALL, JR.

JOHNSTON, FORSYTH AND STOVALL

ATTORNEYS AND COUNSELORS AT LAW
GREENSBORO, NORTH CAROLINA

MAILING ADDRESS
P. O. BOX 9031
GREENSBORO
NORTH CAROLINA 27408
CABLE ADDRESS
JOHNLEX
OFFICES
SUITE 200
200 EAST NORTHWOOD
TELEPHONE
(919) 373-1223

8-632A056
FEB 1 1978

January 27, 1978

Office of the Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, D. C. 20423

RECORDATION NO. 8924-A Filed & Recorded

Attention: Mrs. Lee, Recordation Clerk

FEB 1 1978-12 15 PM

Re: Lease and Management Agreement Between
National Railway Utilization Corporation and
W. Eugene Johnston, III, Dated July 22, 1977
Filed 8-3-77; ICC Recordation #8924

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

We enclose for recording the First Addendum to the Lease and Management Agreement between National Railway Utilization Corporation, 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania, and W. Eugene Johnston, III, P. O. Box 9031, Greensboro, North Carolina 27408.

The equipment covered by the First Addendum is one rigid under-frame 50-foot, 70-ton XM boxcar, serial #NSL 102300. W. Eugene Johnston, III, is not a common carrier by rail, motor, or water.

We enclose our check in the amount of \$10.00 to cover this supplemental filing and recordation. Please return the original Addendum to us, stamped with the date and time of recording and the recordation number.

Thanking you for your assistance, we remain

Cordially yours,

JOHNSTON, FORSYTH & STOVALL


W. Eugene Johnston, III

Enclosures
mp

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

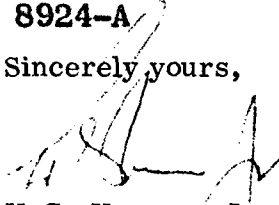
Johnston, Forsyth and Stovall
Attorney and Counselors at Law
Greensboro, North Carolina

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **2-1-78** at **12:55 PM**,
and assigned recordation number(s)

8924-A

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 8924-A Filed & Recorded

FEB 1 1978 -12 55 PM

INTERSTATE COMMERCE COMMISSION

FIRST ADDENDUM

TO

LEASE AND MANAGEMENT AGREEMENT

BY AND BETWEEN

NATIONAL RAILWAY UTILIZATION CORPORATION
1617 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

AND

W. EUGENE JOHNSTON, III
P. O. Box 9031
Greensboro, North Carolina 27408

DATED: July 22, 1977

EXHIBIT A

LEASE SCHEDULE NO. 2

Lease Schedule, dated this 29th day of December, 1977, by and between National Railway Utilization Corporation (NRUC), and W. Eugene Johnston, III, (Lessor).

The Boxcar described herein is leased to NRUC subject to the terms and conditions of that certain Lease and Management Agreement of which this Schedule is a part between NRUC and Lessor, dated July 22, 1977.

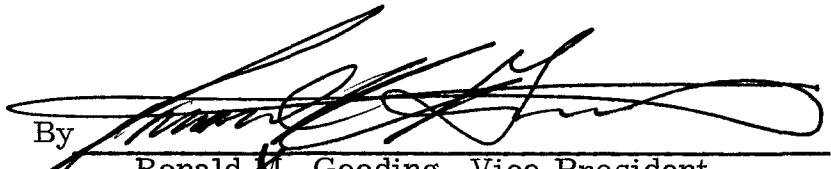
DESCRIPTION OF CAR: 50 foot, 70 ton All Purpose Boxcar

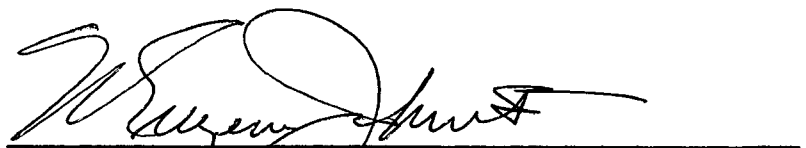
NUMBER OF CARS: 1

REPORTING MARKS AND NUMBERS: NSL 102300

PLACE OF DELIVERY: Pickens, South Carolina

NATIONAL RAILWAY UTILIZATION CORPORATION

By 
Ronald A. Gooding, Vice President


W. Eugene Johnston, III, Lessor

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

On this 13th day of January, 1978, before me personally appeared Ronald K. Gooding, to me personally known, who, being by me duly sworn, says that he is Vice President of National Railway Utilization Corporation; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jane S. Dillepie
Notary Public

My commission expires:

Feb. 25, 1980

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

On this 29 day of December, 1977, before me personally appeared W. Eugene Johnston, III, to me personally known, who being by me duly sworn, says that he is Lessor under the foregoing Lease and Management Agreement; that said instrument was signed by him and he acknowledged that the execution of the foregoing instrument was his free act and deed.

Martha Patterson
Notary Public

My commission expires:

5-14-80